

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687766069887

Generated Date | अनुबंध तिथि: 31-Jan-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: GEM/2022/B/2669538

OT/G/BB - 1155/2022-23

Organisation Details | संगठन विवरण dt: 01/02/2023

Type | प्रकार: Central Autonomous
 Ministry | मंत्रालय: Ministry of Health and Family Welfare
 Department | विभाग: Department of Health and Family Welfare
 Organisation Name | संगठन का नाम: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)
 Office Zone | कार्यालय क्षेत्र: Neigrihms, Shillong

Buyer Details | खरीदार विवरण C-06/2022-23

Designation | पद: Stores and Procurement Officer
 Contact No. | संपर्क नंबर: 0364-2539032-213
 Email ID | ईमेल आईडी: harendra.dey@nic.in
 GSTIN | जीएसटीआईएन: N
 Address | पता: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India

Financial Approval Detail | वित्तीय स्वीकृति विवरण

IFD
 Concurrence | Yes
 आईएफडी संपूर्णति:
 Designation of Administrative Director | F.No.NEIGR/S&P/C-06/22-23,CDN-C-561/22-23 dated: 25.1.23
 Approval | Additional CMC from 6th to 10 years per unit per incl of GST Rs 68787.81
 प्रस्तावित अनुमोदन का पदनाम:
 Designation of Financial Director | DDA & DFA, Buy back of 8 ICU beds .Approved Agenda C-4 of 63rd PC
 Approval | 19.10.22, Warranty and CMC period -10 years inclusive of Battery.
 वित्तीय अनुमोदन का पदनाम: Reserve Value Rs 441219.97

Paying Authority Details | भुगतान प्राधिकरण विवरण

Role: PAO
 Payment Mode | भुगतान का तरीका: Offline
 Designation | पद: A Accounts officer
 Email ID | ईमेल आईडी: accounts.neigrihms@nic.in
 GSTIN | जीएसटीआईएन: N
 Address | पता: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India

C-561/2022-23, dt: 25/1/2023

Seller Details | विक्रेता विवरण

Gem Seller ID | गेम विक्रेता आईडी: 89BD180000108042
 Company Name | कंपनी का नाम: Elke Drugs Distributor
 Contact No. | संपर्क नंबर: 08794707022
 Email ID | ईमेल आईडी: elkedrugs@yahoo.com
 Address | पता: BLOCK 3,NONGRIMBAH,NEAR BEAT HOUSE,LAITUMKHIRAH, SHILLONG, MEGHALAYA-793003, -
 MSME verified | एमएसएमई सत्यापित: Yes
 MSME Registration number | एमएसएमई पंजीकरण संख्या: UDYAM-ML-04-0000023
 MSE Social Category | एमएसएमई सामाजिक श्रेणी: ST
 MSE Gender | एमएसएमई लिंग श्रेणी: Female
 GSTIN | जीएसटीआईएन: 17ABOPL8727A1Z

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Product Details | उत्पाद विवरण

#	Item Description आइटम विवरण	Ordered Quantity आइटम विवरण	Unit इकाई	Unit Price (INR) इकाई मूल्य (INR)	Tax Bifurcation (INR) कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR) मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name उत्पाद का नाम: ICU Bed with air mattress and Control lateral rotational therapy facility Brand ब्रांड: Arjo Huntleigh Healthcare Brand Type ब्रांड प्रकार: Unbranded Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: BOQ (Q3) Model मॉडल: arjo HSN Code एचएसएन कोड: 90189099	8	pieces	1,375,756.28	NA	11,006,050.24
2	Product Name उत्पाद का नाम: CMC for 6-10 th Year Brand ब्रांड: Arjo Huntleigh Healthcare Brand Type ब्रांड प्रकार: Unbranded Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: BOQ (Q3) Model मॉडल: arjo HSN Code एचएसएन कोड: 90189099	8	pieces	343,939.07	NA	2,751,512.56

Total Order Value | कुल ऑर्डर मूल्य (in INR)

13,757,562.8

Store & Procurement Officer
 NEIGRIHMS Shillong-18

Consignee Detail | परेचित विवरण

S.No क्र.सं.	Consignee परेचित	Item वस्तु	Lot No. लॉट नंबर	Quantity मात्रा	Delivery Start After दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By वितरण पूरा कब तक करना है
1	Designation पद :- Email ID ईमेल आईडी : con18.neigrihms.mil@gembuyer.in Contact संपर्क : 0364-2538044- GSTIN जीएसटीआईएन :- Address पता : P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	ICU Bed with air mattress and Control lateral rotational therapy facility	-	8	31-Jan-2023	01-May-2023
		CMC for 6-10 th Year	-	8	31-Jan-2023	29-Jan-2029

Specification | विनिर्देश 1

Specification Document | विशिष्टता दस्तावेज़

Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़

Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन

Note | टिप्पणी: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

Specification | विनिर्देश 2

Specification Document | विशिष्टता दस्तावेज़

Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़

Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन

Note | टिप्पणी: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

Corrigendum | सुद्धिपत्र

- Extended Upto | तक बढ़ाया गया : 2022-11-14 14:00:00
- Extended Upto | तक बढ़ाया गया : 2022-11-18 14:00:00
- GeM-Bidding-Corr-3930870-S.pdf : [click here](#) | यहां क्लिक करें
- Extended Upto | तक बढ़ाया गया : 2022-11-21 14:00:00

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

- 2.1 Buyer Added Bid Specific ATC:
Buyer Added text based ATC clauses

File No:-NEIGR/S&P/ C-06/22-23

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Scope of work & Document details: for Buy back Cases

A	Following mandatory documents must be attached in the bid document as specified, failing which bid will be treated as "Non-Responsive"
1	Cost of spares, consumables and accessories not covered under warranty and CMC period shall be offered as percentage value of the system/Unit in the Technical Bid ATC1/2
2	Documents with regard to Details compliance statement to be attached At "Additional Doc 2(Requested in ATC)"
3	Documents with regard to Original Literature, Product catalogue ,Technical datasheet from the firm/O.E.M with Highlighting as per the technical specification must attach At "Additional Doc 3(Requested in ATC)"
4	Documents with regard to list of Offering/Quoted items mentioning make, model & quantity of each items must be "Additional Doc 4(Requested in ATC)"
B	Warranty and Maintenance
1	Warranty for 5 years followed by CMC for 5 years including Spares & service for all the items supplied in this particular tender including third-party items and turnkey works .
2	Mandatory 2 PMs / Year with unlimited breakdown calls has to be attended by the Bidder/manufacturer throughout the warranty & CMC period at site.i.e. NEIGRIHMS, SHILLONG.
3	Duly signed Mandatory PM reports has to be submitted periodically, failing which necessary action will be initiated as per term& condition of the tender.
3	E-bidder have to adhere to Government of India, Ministry of Finance, PPD division Public procurement order OM F.No.6/18/2019-PPD dated 23rd july,2020 Inserting Rule 144(Xi)in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3 or as amended from time to time , failing which the bids shall be treated as non-responsive.

Minimum Reserve Value for buy back of the old system

Sl. No.	Description of Stores Make	Qty.	Minimum Reserve Declared Value
1.	ICU Bed (Arjo/Hillrom)	08 Set	Rs. 441219.17
	Note: - The price offered in the e-price bid /BOQ shall be considered as inclusive of the buy back value. - The buy back value of the system /assets should also be indicated in the ATC-1 & financial Document as percentage of the offered FOB /Basic Cost of the system /assets in order to arrive at Book /Reserve value for the record of the Institute. - The buy back value should essentially cover the Minimum Reserve Declared Value. -The Institute reserve the right to trade or not to trade the old existing machines offered while purchasing a new one.		

Store & Procurement Officer
NEIGRIHMS Shillong-18

B. Buyer Added Bid Specific Terms and Conditions

1. Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

2. Generic

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

3. Generic

IT equipment shall be IPv6 ready from day one.

4. Generic

Installation, Commissioning, Testing, Configuration, Training (As applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller.

5. Generic

Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

6. Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: All the items and accessories as per Technical Specification.

7. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under: all the spares including UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software

8. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods , Training of operators and providing Statutory Clearances required (if any)

9. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

10. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a

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certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

11. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

12. Purchase Preference (Centre)

As per DPIIT notification at the time of e-tender, bidding or solicitation the bids shall be required to indicate percentage of local content and provide self-certification (by Director/ Company Secretary) and also give details of the location/s at which value addition is made". Since the bidder here is not the local supplier, the same was required to be obtained from the "Class-I local supplier /Class II local supplier"

Further the details of Calculations of local content areas under:

Question 1. How to calculate Local Content?

Answer: Para 2 of the PPP-MII Order, 2017 (as amended on 16.09.2020) defines local content as

Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Mathematically,

Local content = (Sale price - Value of imported content) * 100/ Sale price

Where, "Sale price" means price excluding net domestic indirect taxes and "Value of Imported content" means price of imported content inclusive of all customs duties

Question2. How to calculate Local Content in bids involving supply of multiple items from single bidder?

Answer: In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a single bidder, the local content in the bid shall be

Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") + (Sale price of "X3" - Value of imported content in "X3")) * 100/ (Sale price of "X1" + Sale price of "X2" + Sale price of "X3")

13. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

14. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

15. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

16. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates/ documents sought in the Bid document, ATC and Corrigendum if any.

17. Certificates

Store & Procurement Office
NEIGHBORHOOD Shillong-11

The bidder or the OEM of the offered products must have BIS/WHO-GMP/ CDSCO Indian certification or alternate certification as recognized by Government of India

18. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

19. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

20. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): All the quality & electrical safety certificates .

21. Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 5 years for the offered products at the rate not more than 5% of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of all the spares including UPS, PC, battery, Printer, Probes & upgradation of System Software & third party Software (Upload the undertaking). The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

22. Warranty

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

23. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope all the spares including UPS, PC, battery ,Printer ,Probes & upgradation of System Software & third party Software (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

24. Warranty

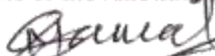
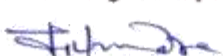
Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

25. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days' time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

26. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proffor



Store & Price
HDFC BANK SHANGHAI

meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

27. Past Project Experience

The Bidder / OEM (themselves or through reseller(s)), should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

28. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

29. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C(Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

30. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within Bid End date & time / Bid Opening date & time.

31. Forms of EMD and PBG

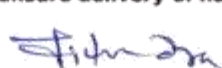

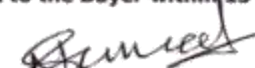
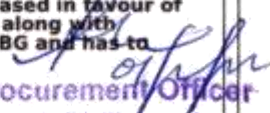
Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

32. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

33. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

   
Store & Procurement Officer
NEIGRIHMS Shillong-18

34. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / Internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARBOMAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

(C) 35. Additional Terms and conditions & Scope of Work for CMC

Tenderer/Vendors/contractor should note that the following terms and conditions will apply specifically in addition to the Rules and the Regulation as applicable to such provide services in the Government of India.

1. Comprehensive Annual Maintenance Contract must include Labour, spares & Preventive Maintenance of all the excluding of battery, Accessories/Consumables
2. The terms and conditions of the tender and the agreement executed will be binding on the vendor/contractor. This offer is being issued in accordance with the terms & conditions of NEIGRIHMS /Government of India and in the manner specified herein shall operate to create a specific contract between the vendor/contractor (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
3. The required spares to be replace must be genuine and certified from the OEM.
4. Repairs to be undertaken should be within specified configuration and maintaining the integration on internal circuit of equipment, any deviation on configuration/ specification the repair will not be acceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for patient care and non-hazardous for the handler shall be submitted by the CMC holder.
5. Tenderer/Vendors/contractor is responsible to provide electrical and patient safety certificate after major repair of equipment which are used for direct patient care.
6. The system must be checked & calibrated after every spare changes and detail service report must be submitted to the user & BME.
7. 2 nos of Periodic preventive maintenance is mandatory irrespective of unlimited service /breakdown calls.
8. Same /Similar Standby system must be provided by the bidder if the system needs to send to workshop for any major repair.
9. Receipt of this offer may be acknowledged and a copy duly signed/stamped by the authorized signatory should be submitted before finalization of the agreement.
10. The Performance security shall be denominated in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any nationalized bank in India or Bank Guarantee issued by a nationalized bank in India, pledge in favor of Deputy Director, NEIGRIHMS, and Shillong-793018 for an amount equivalent to 3% of the total cost of annual CMC. The validity of the Fixed Deposit receipt or Bank Guarantee will be upto 2 months beyond CMC period.
11. It may also be noted that there should be no negligence in providing services of anytype, if any, complaint is received the contract will be terminated with immediate effect.
12. There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period. The vendor shall ensure optimum uptime of the system during CMC period, failing which the initiate shall initiate stern action, as deemed fit.
13. During Comprehensive Maintenance Contract period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
14. Processing of bill may be considered on yearly basis with satisfactory report from the user department. The AMC/CMC bills should be certified by the concerned Head of the Department/ In- Charge , BME and the respective DMS/MS.
15. Software updates should be provided free of cost during CMC. The first service call by the team of service engineers should be within 7 days of issue of this order.
16. Settlement of disputes - Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
17. All other terms & conditions are as per award of contract mentioned in pre-page.
18. Bidders are required to sign the CMC contract agreement within 15 (fifteen) days from the issue of the letter of award/supply order, failing which EMD/security deposit may be forfeited or Contract declared null and void.

Amendment to Technical Specification

Point no 6 .a) May be read as "Outer dimensions (Side rails up) 215 cm X 105 cm with \pm 5% deviation"

Point no 6 .b) May be read as "Mattress platform shorting / Extension 0 cm - 22 cm"

Point no 6 .k) May be read as "Deleted"

Point no 6 .m) May be read as "Deleted"

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

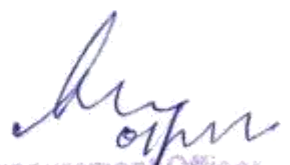
Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

नोट: यह सिस्टम जनरेट फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Store & Procurement Officer,
NEIGRIHMS Shillong-18

AP

AP


Store & Procurement Officer
NEIGRIHMS Shillong-18

01/06/2022-23, dt: 01/02/2023

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details	Buyer Details
<p>Type: Central Autonomous</p> <p>Ministry: Ministry of Health and Family Welfare</p> <p>Department: Department of Health and Family Welfare</p> <p>Organisation Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)</p> <p>Office Name: Neigrihms, Shillong</p>	<p>C - 06/2022 - 23</p> <p>Name: Harendra Dey</p> <p>Designation: Stores and Procurement Officer</p> <p>Email ID: harendra.dey@nic.in</p> <p>GSTIN: N</p> <p>Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018</p>

Financial Approval Detail
<p>C - 561/2022-23, dt: 25/01/2023</p> <p>Designation of official providing Administration approval: Director, F.No.NEIGR/S&P/C-06/22-23, CDN-C-561/22-23 dated: 25.1.23 Additional CMC from 6th to 10 years per unit per incl of GST Rs 68787.81</p> <p>IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES</p> <p>Budget availability YES</p> <p>Designation of official providing Financial approval: DDA & DFA, Buy back of 8 ICU beds. Approved Agenda C-4 of 63rd PC 19.10.22, Warranty and CMC period -10 years inclusive of Battery. Reserve Value Rs 441219.97</p>

Seller Details
<p>Company Name: Elke Drugs Distributor</p> <p>Email ID: elkedrugs@yahoo.com</p> <p>Address: Elke Drugs Distributor SHILLONG MEGHALAYA - 793003</p>

Product Details						
#	Item Description	Model	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)	Total Price (inclusive of all Duties and Taxes (in INR))
1	ICU Bed with air mattress and Control lateral rotational therapy facility	arjo	8	pieces	1375756.28	11006050.24
2	CMC for 6-10 th Year	arjo	8	pieces	343939.07	2751512.56
Total Order Value (in INR)						13757562.8

Consignee Details						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Khrawkumar Jithod Katrai con18.neigrihms.mil@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	ICU Bed with air mattress and Control lateral rotational therapy facility	-	8	31-Jan-2023	01-May-2023
		CMC for 6-10 th Year	-	8	31-Jan-2023	29-Jan-2029

Terms & Conditions

Signature

Signature

Store & Procurement Officer
NEIGRIHMS Shillong-18